



The Brotherhood of Locomotive Engineers and Trainmen

Union Pacific Railroad Southern Region
General Committee of Adjustment
Warren Dent – General Chairman
607 W. Harwood Road ~ Hurst, TX 76054
Office: (817) 439-7140 ~ Fax: (888) 202-7756
jwdent1@gmail.com

Proud Member of the International Brotherhood of Teamsters

November 19, 2012

TO: All UPSR BLET Local Chairmen

RE: Vacation Agreement Administration Modification (2013)

Dear Sirs and Brothers,

As previously advised via email on November 16th, more than ample "FOR" ballots have been returned in favor of the Vacation Administration Agreement Modification Proposal to guarantee ratification of same. Accordingly, and in consideration of time factors concerning vacation request submission, vacation scheduling and the potential disruption brought about by the coming holidays, I have advised the Carrier and UTU of the successful BLET ratification and signed the agreement. It is my understanding that both involved UTU GCA's (Bumpurs' IGN and Johnson's T&P) have also ratified an identical agreement proposal.

Attached for your reference and files is a copy of the executed BLET version of the agreement which will be applicable across the entirety of our General Committee for the 2013 vacation year. Each of the respective vacation groupings for which you have jurisdiction, with the individual engineers assigned to same, is available for viewing in CMTS. If you haven't done so already, please take a moment to peruse same and verify the occupants for accuracy based on the preponderance verbiage in the agreement, which is the same April 1st – September 30th preponderance period used in previous years. Also, engineer vacation requests need to be submitted as soon as possible. Any engineer within your respective grouping(s) electing to "float" a week of their vacation needs to so advise you. This is necessary so that you can, in turn, advise CMS Manpower of the total number of "float" weeks elected within a particular grouping as well as the names of the individual engineers who so elect.

We would like for you to shoot for December 3rd, or thereabout, as a deadline for return of requests and your advisement to CMS concerning "float" weeks, if at all possible. Once the number of "float" weeks are determined and removed from the total weeks to schedule, weekly parameter allocation can then be determined in accordance with the verbiage and formulas provided in Section 2.B. of the agreement. Remember, in the scheduling of 2013 weekly vacations, no engineer is to be force-assigned to a solid week/s in January 2013 (1/6, 1/13, 1/20, 1/27). Only those selecting a January week(s) are to be assigned to week(s) beginning in January.

Advance single-day vacation scheduling will be governed by Section 1. Daily allocation caps for advance single-day scheduling are grouping specific and based on the number of engineers assigned to a particular grouping as outlined in Section 1.D. When working the formula, any resulting fraction is

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rounded to the next highest whole number [77 engineers in your grouping X 3% (.03) = 2.31 single days per day eligible for advance scheduling, which is rounded up to 3 per day]. Enclosed with this correspondence is a 2013 calendar for your use in recording requests for advance scheduling of single day(s) vacation. The same is being provided to each of you in electronic form in the event that is your preferred method of handling. Remember, the days requested are not "scheduled" until you forward the request for scheduling to CMS and they input them into CMTS. As reminder, there is no agreement limit on the number of consecutive single days that can be advance-scheduled by an individual engineer and there is no preclusion to advance scheduling of single days on holidays or weekends.

On another note and in response to questions, the current agreement did not alter the verbiage from the 2004 Vacation Modification Agreement where it concerned scheduled solid weeks that are subsequently designated for single-day use during the course of the year. The pertinent language from that agreement:

Section 3.B. All single vacation days will be scheduled in a one-week (or a two- or three-week) block. Employees can use single days from that block prior to the scheduled time by rescheduling the day (or days) with CMS. Any unused portion of the single days must be taken by the end of the scheduled week.

The current Vacation Modification Agreement, as was the case with last year's version, allows each engineer, at the time his/her annual vacation request is submitted, to elect to "float" a week of their vacation for use in single-day fashion at any time during the year prior to December 15th. Again, just as with last year's version, Section 1.C. of the current agreement provides that "float" weeks of single days must be exhausted prior to designating any additional week(s) for single-day use.

I thank all of you for your participation in the ratification process, whether you were counted among those that were for or against. The majority has spoken. I also thank you in advance for your cooperation and understanding as to the reasons why, with six weeks left before 2013 is upon us, we are asking you and those you represent to move forward with the request and scheduling process as expeditiously as possible. Please do what you can to facilitate that. We have secured an agreement here whose intent was to allow enhanced vacation scheduling flexibility for our membership. We have been actively pursuing the same advance scheduling ability where Personal Leave Days are concerned and will continue our efforts to do so.

As always, feel free to contact the GCA office with any questions.

Fraternally,



General Chairman
BLET UPSR

cc: Mike Twombly, BLET Vice President

**Memorandum of Agreement
Between
Union Pacific Railroad
And the
Brotherhood of Locomotive Engineers and Trainmen
(Union Pacific Southern Region)**

Vacation Agreement Administration Modification

In order to provide an alternative procedure to assign vacation periods and allocate/schedule single days of vacation, it is agreed:

Section 1 – Single Day Vacation Allotment:

- A. Employees may, at the time of submission of their vacation request for the upcoming year, designate one (1) week of single day vacation to “float”.
- B. Designated “float” weeks will be excluded from the number of total vacation weeks to be assigned in each vacation grouping and, as such, will not be included in the parameter allotment nor scheduled. The local chairman must advise Crew Management Systems (CMS) of the number of “float” weeks requested in their respective vacation grouping, as well as the names of the individuals designating same, before the parameters are set.

*** Where the term ‘local chairman’ is referenced in this document, that is understood to mean the local chairman or their designee.*
- C. Under the current agreement provisions, employees are entitled to take up to three (3) weeks of their annual vacation in single day increments. Consistent with the parties’ past practice handling and interpretation, an employee may continue to designate single day week(s), other than “float” weeks, at any time during the course of the year. Employees designating one (1) week as a “float” week under the terms of this agreement may, at any time during the course of the year, designate up to two (2) single-day weeks in addition to the “float” week consistent with that same past practice handling and interpretation. An employee designating a “float” week of single days must exhaust the “float” week prior to using any days from other week(s) designated for single days.
- D. Beginning with the 2013 Vacations, employees may schedule any of their single vacation days (“float” and/or designated single weeks) in advance under the following guidelines:

1. Carrier will allow no less than 3% of the number of employees assigned to each respective Vacation Grouping to schedule single vacation days on any particular day(s). This minimum 3% single-day scheduling allotment will be independent of and in addition to the solid-week vacation allotment for any given week. A six-month advance scheduling period will be made available and such period will roll forward on the first of every month from January 1st through July 1st of the year. As example, on January 1st the available advanced scheduling period will be January 1st – June 30th. On February 1st, the period from February 1st – July 31st will be available for scheduling. The same would be applied the first of every month up to and including July 1st, at which time the remainder of the year would be available for scheduling.

NOTE 1: In calculating the 3% single-day scheduling factor, if the result is other than a whole number, it will be rounded up to the next whole number.

Example: There are fifty-three (53) employees assigned to a vacation grouping. Fifty-three (53) times the minimum 3% (.03) = 1.59 employees per day (rounded up to two (2)) who would be allowed to advance schedule single day/s vacation during the applicable scheduling period.

2. Employees will make their “advance” single day vacation request with the local chairman having jurisdiction over their assigned vacation grouping at any time during the applicable six (6) month period. The local chairman will advise the employee as to the availability/unavailability of the day/s requested based on the number allotted for advance scheduling of single vacation days.

The local chairman will update and maintain their calendar with the days to be scheduled. Those days to be scheduled for the following week (SU-SA) will be forwarded via e-mail to the CMS Manpower Desk for scheduling weekly no later than by noon on Wednesday of the current week. The CMS Manpower Desk will insure that the scheduled days are inputted and viewable in CMTS no later than 5:00 P.M. on Friday of the current week. Once the days are scheduled by CMS, they cannot be rescinded by either the carrier or the employee, except by mutual agreement between the parties.

If the employee with scheduled time is at the away-from-home-terminal, the Carrier will not be required to deadhead the employee home. In these rare instances the vacation day(s) may be rescheduled.

- E. On or about July 16th, CMS will provide each local chairman a listing of unused "float" week days remaining for the year in their respective vacation grouping along with an August 1st through December 15th calendar listing the days available for scheduling. No later than August 1st, the local chairman will provide CMS (via e-mail to the Manpower Desk) a complete schedule of remaining "float" week single days beginning August 16th and ending December 15th. In the event the local chairman fails to so provide, CMS may schedule the remaining "float" days.

Section 2 – Vacation Group Assignment and Parameter Allocation:

- A. The grouping assignment of an employee's vacation for the upcoming year shall be based on the location and class of service where he/she was assigned for a preponderance of the time during the six (6) month qualification measurement period between April 1st and September 30th of the current year.

NOTE: Due to the unique circumstances regarding the Merged Roster #3 territory in Coffeyville/Van Buren, the "class of service" caveat above would not be applicable. Therefore, it is understood that vacation grouping assignment for those employees will continue to be handled as it has been previously.

- B. The number of vacations allowed per week in a vacation grouping will be determined by dividing the total number of vacation weeks, excluding the "Float" weeks, and dividing by forty-eight (48) rounded to the lowest whole number. In instances where the 48-divisor requires additional vacation slots during a week(s), the local chairman will select the week(s) in which the additional slots are placed.

Example 1: There are two hundred and ten (210) vacation weeks to be scheduled in the year. The base parameter average using the 48-week divisor is four (4) per week (210 divided by 48 = 4.375). The .375 fraction equals eighteen (18) weeks that will allow five (5) off for vacation (.375 X 48 = 18). The local chairman will advise CMS of the eighteen (18) weeks that the parameter will be adjusted to five (5) per week, with the remaining thirty (30) weeks being allotted four (4) per week.

Example 2: There are three hundred and forty-seven (347) vacation weeks to be scheduled in the year. The base parameter average using the 48-week divisor is seven (7) per week (347/48 = 7.22917). The .22917 fraction equals eleven (11) weeks in which eight (8) will be allowed off for vacation (.22917 X 48 = 11), with the remaining thirty seven (37) weeks allotted seven (7) per week.

Example 3: There are two hundred and sixteen (216) vacation weeks to be scheduled in the year. The base parameter average using the 48-week divisor is four (4) per week ($216/48 = 4.5$). The .5 fraction equals twenty four (24) weeks that will allow five (5) off for vacation ($.5 \times 48 = 24$), with the remaining twenty four (24) weeks allotted four (4) per week.

Example 4: There are two hundred and forty (240) vacation weeks to be scheduled in the year. The base parameter average using the 48-week divisor is five (5) per week ($240/48 = 5.000$). Five (5) will be allotted for vacation in each of the forty eight weeks.

C. Employees will not be forced to observe a vacation week beginning in January.

Section 3 – Back Filling Vacation Weeks:

- A. A vacation week/slot will be considered open/available once an employee uses all his/her single days from that week/slot, or vacates the week for other reasons, i.e., retirement etc. and the vacated week will be available to be filled by the local chairman with jurisdiction over the vacation grouping in which the vacancy occurs.
- B. An employee electing to move his/her vacation into an open week/slot will not be allowed to take single day vacations from this moved week.
- C. Only a full week(s) of vacation may be moved under this Section 2.

Section 4 – Board Adjustments:

- A. The Carrier may suspend or deactivate the pool turn of an employee who is observing a scheduled, solid week(s) vacation if the mileage regulation calls for the pool to be reduced during the period corresponding with the scheduled vacation.

NOTE 1: A vacationing employee's turn will not be removed from the pool's rotation if the regulation does not require a reduction in the pool.

NOTE 2: In instances where a pool employee's turn has been suspended per this article, upon the return of the vacationing employee, the appropriate turn in the pool will be reduced unless the Local Chairman and CMS make the mutual determination that the reduction is no longer necessary.

- B. A pool employee, whose turn is suspended or deactivated pursuant to article A of this Section 4, will be placed at the foot of the home terminal board upon marking up from vacation.

Section 5 – General and Savings Clause:

- A. Existing rules and practices regarding vacations not specifically amended by this Agreement shall continue in effect without change.
- B. This memorandum of agreement may be cancelled by either party serving notice upon the other party by October 1st to be effective January 1st.
- C. During the intervening time, or as mutually agreed, the parties will meet to discuss the causes of the cancellation notice in an effort to resolve those issues and avoid termination of this agreement.
- D. If neither party opts to permanently cancel this agreement prior to October 1, 2015, any cancellation thereafter will only be effected by mutual agreement between the parties.

Agreed:


Warren Dent
General Chairman – BLET


T. Gary Taggart
Director Labor Relations